



CALIFORNIA GEOLOGICAL SURVEY

DEPARTMENT OF CONSERVATION

MANDATORY TERMS AND CONDITIONS WORK ORDER FOR REVIEW OF GEOLOGIC HAZARD REPORTS

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, the Parties shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

INDEMNIFICATION

CGS agrees to indemnify the District in the event of any claim, demand, causes of action, judgments, obligations or liabilities and all reasonable litigation expenses which the District may suffer as a direct and proximate result of the negligence or other wrongful act or violation of law by CGS or its employees or of any person or persons acting under the direct control and authority of CGS or its employees, in connection with CGS's performance of work pursuant to this Work Order, whether or not such claim is ultimately proved meritorious and/or successful, except to the extent that any such damages or expenses suffered by the District are the result of the District's negligent or wrongful acts or those of any persons acting on behalf of the District and/or except where CGS is found to have no liability by reason of an immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities including, but not limited to, responsibilities expressly or implicitly assigned to CGS or the California Department of General Services, Division of the State Architect.

The District agrees to indemnify and defend CGS in the event of any claim, demand, causes of action, judgments, obligations, or liabilities, and all reasonable litigation expenses which CGS may suffer as a direct and proximate result of the negligence or other wrongful act or violation of law by the District, its employees, or any person or persons acting under the direct control and authority of the District or its employees, in connection with the District's planned or actual construction of school facilities that are the subject matter of the geologic hazard reports to be reviewed pursuant to this Work Order, whether or not such claim is ultimately proved meritorious and/or successful, except to the extent that any such damages or expenses suffered by CGS are the result of CGS's negligent or wrongful acts or those of any persons acting under or on behalf of CGS and/or except where the District is found to have no liability by reason of any immunity or defense arising by statute.